IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

NOTICE OF MOTION NO.894 OF 2004

IN

SUIT NO.605 OF 2004

...

Canara Bank ...Plaintiff

v/s.

Mrs.Haseena Khan

and ors. ...Defendants

...

Mr.T.N. Tripathi for the Plaintiff.

Ms.S.Pathak i/b Pathak & Associates for Defendants Nos. 1 & 2.

...

CORAM: D.K.DESHMUKH, J.

DATED: 6TH DECEMBER,2004

P.C.:

1. The learned Counsel appearing for the Defendants Nos. 1 & 2 states that the Defendants Nos. 1 & 2 will pay to the Plaintiff/bank an amount of Rs.10,000/- per month towards repayment of the loan. The payment will start from the month of January, 2005. Payment to be made on or before 10th of every calender month. She states that if the Defendants Nos. 1 & 2 commit any default in payment of this monthly installment, then the Court may appoint the Receiver with power to the Receiver to sell the shop to realise the bank's loan amount.

The statement is accepted.

The above statement has been made by the learned Counsel for the Defendants Nos. 1 & 2 after taking instructions from the Defendants Nos. 1 & 2 who are present in Court.

In view of this statement, Notice of Motion is disposed of in following terms.

(i) In case the Defendants Nos. 1 & 2 commit any default in payment of monthly installment as per their statement recorded above, this Notice of Motion will stand granted in terms of prayer clause (a).

(ii) Until further orders, ad-interim order in terms of prayer clause (b) shall operate.

(iii) Notice of Motion disposed of.

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